



# Board of Directors | Meeting Minutes

**DATE:** December 15, 2023

**TIME:** 7:30 a.m.

---

## Attendance

**BOARD OF DIRECTORS:** Becker, Blowers, Brubaker, Deerin, Gordon, Rettew, Ulrich, and Weibel.

**STAFF:** Adams, Altman, Barnett, Cutarelli, Devaney, Fetterolf, Gross, Henderson (Legal Counsel), Kohr, Manning, Marsh, Morris, Roy, Sultzbaugh, Youngs, and Zorbaugh.

**BOARD OF DIRECTORS ABSENT:** Dzurik.

**ALSO PRESENT:** Dave Sharp from Covanta, Scott Snyder from Samaritan Consulting, Al DeGennaro and Jeff Furmanchin from J. P. Mascaro/Total Recycle, and Dr. Leslie Osborne.

**NOTE:** This meeting of the Board of Directors was held in person and virtually. All individuals attending the meeting could hear, and be heard by, all other attendees.

## Opening

Chairperson Rettew requested a moment of silence followed by the pledge to the flag.

## Nominating Committee Report | Audit Committee Approval of Appointments

### Action Items

#### **1. BOARD ACTION NO. 1: 2024 ELECTION OF OFFICERS**

Mr. Ulrich presented the report of the Nominating Committee (Ms. Weibel, Mr. Ulrich, and Mr. Becker). On behalf of the Nominating Committee, Mr. Ulrich nominated Mr. Rettew as Chairperson, Mr. Blowers as Vice Chairman, Mr. Ulrich as Secretary and Mr. Becker as Treasurer. Chairperson Rettew asked for other nominations and there were none. Chairperson Rettew then asked for a motion to approve the nominations made by Mr. Ulrich.

**Motion:** K. Weibel

**Seconded:** M. Brubaker

**Adopted:** Unanimously

#### **2. BOARD ACTION NO. 2: AUDIT COMMITTEE APPROVAL OF APPOINTMENTS**

Chairperson Rettew asked for a motion to approve Mr. Ulrich, Mr. Becker and Mr. Brubaker to serve on the Audit Committee.

**Motion:** K. Weibel

**Seconded:** J. Deerin

**Adopted:** Unanimously

In addition, in consequence of Mr. Gordon's retirement from the Board, Chairperson Rettew appointed Mr. Becker to the Personnel Committee. Chairperson Rettew asked Mr. Becker to accept his appointment. Mr. Becker accepted. No motion was necessary for this appointment.

## Public Comment

Mr. DeGennaro introduced himself and Mr. Furmanchin and expressed their excitement to begin a mutually beneficial relationship with LCSWMA and to serve the Authority's single stream recyclable processing needs.

## Chief Executive Officer

Mr. Zorbaugh began with highlights of the board reports, including an update on the Manor Township Zoning Ordinance text amendment proposal following the Manor Township Planning Commission meeting on October 10 and the Lancaster County Planning Commission meeting on December 11. Mr. Zorbaugh, General Counsel Henderson, and Ms. Gross attended the meetings. There was public comment concerning the historic environmental record of the Creswell site and the amount of Dauphin County



# Board of Directors | Meeting Minutes

**DATE:** December 15, 2023

**TIME:** 7:30 a.m.

SRMC ash and C/D going into the FFLF. Both Planning Commissions took action on the amendment and found in favor of the text amendment. The next step will be a Manor Township Board of Supervisors hearing on the text amendment slated for January 2, 2024. Mr. Zorbaugh and General Counsel Henderson will attend that meeting and report back to the Board.

Next, Mr. Zorbaugh mentioned the 2023 recap agenda item and would save comments on the monthly reports for each Executive Team member to elaborate on.

In conclusion, Mr. Zorbaugh introduced several action items for Board consideration and approval, as well as a few key items on a Consent Agenda which he walked through individually prior to the Board taking action.

**3. BOARD ACTION NO. 3: RESOLUTION NO. 2023-21: MOTION TO APPROVE AMENDMENT OF CITIZENS ADVISORY COMMITTEE BYLAWS REGARDING DURATION OF MEMBER TERMS:**

Chairperson Rettew asked for a motion to approve the request to amend the Bylaws of the Citizens Advisory Committee to extend the duration of term for Citizens Advisory Committee members. A copy of the Board action is attached.

**Motion:** J. Deerin

**Seconded:** J. Blowers

**Adopted:** Unanimously

## Consent Agenda

**4. BOARD ACTION NO. 4: MOTION TO APPROVE/ADOPT:**

- 1. Minutes from November 17, 2023
- 2. November 2023 Disbursements
- 3. Purchase of Kraft Bags
- 4. Purchase of Recycle Bins
- 5. HHW – Rejection of Bids

Copies of the Board actions are attached.

**Motion:** E. Gordon

**Seconded:** S. Ulrich

**Adopted:** Unanimously

## Chief Financial Officer

Mr. Youngs opened by providing highlights of LCSWMA’s financials for the month of November, as distributed in his report.

Finally, Mr. Youngs presented details on three action items for Board consideration. Copies of the Board actions are attached.

**5. BOARD ACTION NO. 5: RESOLUTION NO. 2023-22: MOTION TO APPROVE CAPTIVE INSURANCE RENEWAL.**

Chairperson Rettew asked for a motion to authorize and approve the board action.

**Motion:** K. Weibel

**Seconded:** J. Blowers

**Adopted:** Unanimously

**6. BOARD ACTION NO. 6: RESOLUTION NO. 2023-23: MOTION TO APPROVE ADDITIONAL CAPTIVE FUNDING.**

Chairperson Rettew asked for a motion to authorize and approve the board action.

**Motion:** E. Gordon

**Seconded:** J. Blowers

**Adopted:** Unanimously



# Board of Directors | Meeting Minutes

**DATE:** December 15, 2023

**TIME:** 7:30 a.m.

---

**7. BOARD ACTION NO. 7: RESOLUTION NO. 2023-24: MOTION TO APPROVE ANCILLARY CASUALTY INSURANCE POLICIES RENEWAL.**

Chairperson Rettew asked for a motion to authorize and approve the board action.

**Motion:** S. Ulrich

**Seconded:** E. Gordon

**Adopted:** Unanimously

Chairperson Rettew recognized the preventative measures taken by the organization. Ms. Weibel thanked Mr. Fetterolf and his team for their impressive job with regard to cyber security.

## Chief Operating Officer

Mr. Adams deferred to his executive report, as submitted.

As there were no questions from the Board, Mr. Adams presented details on three action items for Board consideration and approval. Copies of the board actions are attached.

**8. BOARD ACTION NO. 8: MOTION TO AUTHORIZE AND APPROVE PENN WASTE DISPOSAL AGREEMENT.**

Chairperson Rettew asked for a motion to authorize and approve the board action.

**Motion:** J. Deerin

**Seconded:** D. Becker

**Adopted:** Unanimously

**9. BOARD ACTION NO. 9: MOTION TO AUTHORIZE AND APPROVE THE AWARD OF CONTRACT FOR SINGLE STREAM RECYCLABLES PROCESSING.**

Chairperson Rettew asked for a motion to authorize and approve the board action.

**Motion:** K. Weibel

**Seconded:** J. Blowers

**Adopted:** Unanimously

**10. BOARD ACTION NO. 10: AWARD OF CONTRACT FOR THE TRANSFER COMPLEX ENTRANCE SIGN**

Following an informative discussion of the proposed sign specifications, there was a desire for further investigation into various signage options. It was noted that the bids remain open for 60 days. Chairperson Rettew asked for a motion that the Board take no action at this meeting.

**Motion:** D. Becker

**Seconded:** J. Deerin

**Adopted:** Unanimously

## Chief Business & Compliance Officer

Before initiating the 2023 Recap focus topic, Ms. Marsh briefly touched on one federal regulatory item from her Executive report; an update on potential revised Maximum Achievable Control Technology (MACT) regulations for large municipal waste combustors.

## Focus Topic: 2023 Recap

Ms. Marsh began the 2023 recap with a review on energy, including a summary of energy revenue by facility, wholesale market performance, and electric hedging at Lancaster WTE. Ms. Marsh continued with highlights on the excellent 2023 environmental performance across the LCSWMA facilities, including successful audits and inspections and the advancement of key initiatives and regulatory objectives.

Ms. Marsh concluded her recap with details on safety, including a summary of EHS performance monthly throughout 2023, highlighting various types of scenarios and incidents.

Mr. Zorbaugh continued the 2023 recap covering details on Communications, including 2023 community outreach initiatives, educational campaigns, publications, and funding directed at community projects.



# Board of Directors | Meeting Minutes

**DATE:** December 15, 2023

**TIME:** 7:30 a.m.

Also, Mr. Zorbaugh emphasized numerous opportunities for stakeholders to engage in the organization's community efforts, as well as outreach to public officials and customer appreciation. Additionally, Mr. Zorbaugh commended Ms. Gross, Communications Manager, on her successful efforts throughout 2023.

Next, Mr. Adams delivered a detailed recap on the waste business, including highlights from 2023 on a successful budget projection and rate change management. Mr. Adams also provided comparisons on year-over-year refuse and C/D changes from 2007 through 2023.

Finally, Mr. Adams gave a detailed recap on 2023 capital projects, including highlights on capital spend, ash reuse analysis, and all major projects completed or in process at each site.

Mr. Youngs began his presentation with a recap on 2023 IT and Human Resources highlights, including improved IT penetration testing and recovery plan, as well as the addition of a Sr. Financial Analysis role and solutions for document management and learning system enhancements. In addition, Mr. Youngs gave a recap on various projects related to Human Resources, as well as the bench strength hire of Ms. Tankalavage as Human Resources Generalist.

Mr. Youngs concluded the 2023 recap with highlights on financial performance, including operating revenue and expenses, EBITDA, and unrestricted reserves and capex spend by year since 2021, as well as percentage changes from 2021 and 2022 to 2023 forecasted financials.

At the conclusion of the 2023 recap, Mr. Zorbaugh recognized Mr. Gordon for his many years of service on the Board of Directors, insight and dedication to the betterment of the organization as he exits the Board into retirement. Mr. Gordon graciously thanked everyone.

Mr. Zorbaugh announced that Jacqueline Eby will join the Board of Directors beginning January 2, 2024.

## **Executive Session**

Mr. Henderson, General Counsel, stated that an Executive Session would be held to discuss a potential litigation matter, as well as several personnel matters, but no actions will be taken during the Executive Session. Mr. Henderson also stated that there will be a need for the Board to reconvene after the Executive Session for an action item.

Following the Executive Session the Board returned to regular session at 10:40 am.

## **CEO Appointment**

### **11. BOARD ACTION NO. 11: MOTION TO APPOINT CEO EFFECTIVE SEPTEMBER 30, 2024**

Chairperson Rettew asked for a motion to appoint Daniel G. Youngs as Chief Executive Officer of the Lancaster County Solid Waste Management Authority, effective September 30, 2024, in accordance with the December 1, 2023 CEO Succession Committee offer letter to Mr. Youngs.

**Motion:** J. Blowers

**Seconded:** J. Deerin

**Adopted:** Unanimously

## **Adjournment**

The Board Meeting adjourned at 10:44 a.m.

**APPROVED THE 19<sup>th</sup> DAY OF JANUARY 2024.**



J. Scott Ulrich, Secretary

**RESOLUTION NO. 2023-21**

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA

A RESOLUTION AMENDING THE BYLAWS OF  
THE CITIZENS ADVISORY COMMITTEE  
TO THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

**WHEREAS**, the Citizens Advisory Committee (the "CAC") to the Lancaster County Solid Waste Management Authority ("LCSWMA") was formed by Lancaster County Commissioner Resolution No. 13 of 1988 pursuant to Section 503 of Act 101 of 1988 and the Lancaster County Solid Waste Management Plan;

**WHEREAS**, Section 2.2 of the By-Laws of the CAC provide that CAC members shall serve for one year terms and CAC members have done so since the CAC's first meeting on July 12, 1988;

**WHEREAS**, it is desirable that CAC members serve for two year terms in order to gain experience on the CAC and reduce the administrative burden of annual reappointments;

**WHEREAS**, the Lancaster County Commissioners have been informed of the desire of LCSWMA to increase the term of CAC members from one year to two years and have voiced no objection to the change;

**WHEREAS**, the current form of the CAC By-laws provide at Section 4.1 that the By-Laws can be amended by affirmative vote of two-thirds vote of the LCSWMA Board of Directors (the "Board") after at least ten days prior notice to all members of the Board and all CAC members, which notices were given on December 5, 2023; and

**WHEREAS**, the current form of the CAC By-laws are attached to this Resolution as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED**, by unanimous vote of the Board, that Section 2.2 of the CAC By-Laws is hereby amended and restated to read as follows

2.2 Term of Office. The term of office of each member shall be for two years, commencing on the first day of January and expiring the last day of December of the second year after appointment.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
George W. Rettew, Chair, Board of Directors

**LCSWMA**  
**CHECK AND WIRE DISBURSEMENTS LISTING**  
**Nov-23**

<u>CHECK #</u>	<u>PAYEE NAME</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL	INOVA	Various	\$913,492.01
PENSION	EMPOWER	Various	\$59,020.72
EFT	BAMBORA EXPENSES (CONCUR)	11/3/2023	\$3,043.79
EFT	BANK FEE - CHECKING ACCOUNT	11/15/2023	\$1,921.16
EFT	COLUMBIA BOROUGH	11/28/2023	\$4,168.00
EFT	COVANTA ELECTRIC FEE HARRISBURG	11/30/2023	\$104,315.59
EFT	COVANTA ELECTRIC FEE LANCASTER	11/29/2023	\$215,731.03
EFT	COVANTA PROFILED WASTE	11/29/2023	\$1,971.74
EFT	COVANTA SERVICE FEE - HARRISBURG	11/30/2023	\$1,289,095.74
EFT	COVANTA SERVICE FEE - LANCASTER	11/29/2023	\$1,701,977.18
EFT	HIGHMARK - HSA	Various	\$9,125.07
EFT	MERCHANT PARTNERS	11/2/2023	\$788.12
EFT	WORLDPAY	11/9/2023	\$18,269.27
1229238	A J BLOSENSKI INC	11/10/2023	\$14,525.81
1229375	AGILITY FUEL SYSTEMS INC	11/24/2023	\$382.12
1229386	AIRGAS USA, LLC	11/24/2023	\$63.07
1229119	AIRGAS USA, LLC	11/1/2023	\$63.46
1229310	AIRGAS USA, LLC	11/17/2023	\$343.61
1229261	AIRGAS USA, LLC	11/10/2023	\$546.94
1229352	ALBERT ROSTOLSKY RECYCLING	11/17/2023	\$320.00
1229425	ALLSPRING GLOBAL INVESTMENTS LLC	11/28/2023	\$1,501.71
1229130	ALLSPRING GLOBAL INVESTMENTS LLC	11/1/2023	\$1,516.39
1229271	ALS ENVIRONMENTAL	11/10/2023	\$871.20
1229408	ALS ENVIRONMENTAL	11/24/2023	\$939.60
1229153	ALS ENVIRONMENTAL	11/1/2023	\$1,723.80
1229334	ALS ENVIRONMENTAL	11/17/2023	\$2,970.42
1229264	AMAZON CAPITAL SERVICES, INC.	11/10/2023	\$845.78
1229322	AMAZON CAPITAL SERVICES, INC.	11/17/2023	\$886.52
1229397	AMAZON CAPITAL SERVICES, INC.	11/24/2023	\$1,259.83
1229142	AMAZON CAPITAL SERVICES, INC.	11/1/2023	\$1,299.89
1229275	AON RISK SERVICES CENTRAL, INC.	11/10/2023	\$1,357.00
1229284	APR SUPPLY CO	11/10/2023	\$257.52
1229163	ARBON EQUIPMENT CORP	11/1/2023	\$247.00
1229174	ARM GROUP INC	11/1/2023	\$88,297.59
1229356	ASCENDANCE TRUCKS LEASING, LLC	11/17/2023	\$1,011.68
1229296	ASCENDANCE TRUCKS LEASING, LLC	11/10/2023	\$1,634.68
1229431	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	11/28/2023	\$791.41
1229419	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	11/24/2023	\$821.43
1229291	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	11/10/2023	\$3,787.44
1229345	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	11/17/2023	\$12,986.43
1229183	BARLEY SNYDER	11/1/2023	\$4,910.00
1229421	BARLEY SNYDER	11/24/2023	\$10,731.25
1229368	BEILER HYDRAULIC INC	11/17/2023	\$2,843.09
1229227	BERGEY'S TRUCK CENTER - WRIGHTSVILLE	11/10/2023	\$1,109.72
1229422	BFPE INTERNATIONAL INC	11/24/2023	\$362.00
1229237	BRIMMER LICENSE SERVICE INC	11/10/2023	\$50.00
1229210	CAPITAL REGION WATER	11/3/2023	\$79,476.11
1229187	CARDMEMBER SERVICE	11/3/2023	\$21,093.51
1229248	CARGAS SYSTEMS, INC.	11/10/2023	\$2,312.50
1229157	CAROL A. NISSLY	11/1/2023	\$60.85
1229436	CAROL A. NISSLY	11/28/2023	\$1,000.00
1229250	CASELLA MID-ATLANTIC LLC	11/10/2023	\$18,998.44
1229212	CENTURY SPOUTING CO., INC.	11/3/2023	\$3.53
1229184	CINTAS CORPORATION	11/1/2023	\$476.88
1229423	CINTAS CORPORATION	11/24/2023	\$519.75
1229256	CINTAS CORPORATION	11/10/2023	\$1,016.75
1229432	CINTAS CORPORATION	11/28/2023	\$1,386.12
1229220	CINTAS CORPORATION	11/3/2023	\$2,209.88
1229372	CINTAS CORPORATION	11/17/2023	\$2,529.56
1229373	CITY OF HARRISBURG/CITY TREASURER	11/17/2023	\$250.00
1229182	CITY OF LANCASTER	11/1/2023	\$950.50
1229185	CLEVELAND BROTHERS EQUIPMENT CO., INC.	11/1/2023	\$119.38
1229257	CLEVELAND BROTHERS EQUIPMENT CO., INC.	11/10/2023	\$506.95
1229424	CLEVELAND BROTHERS EQUIPMENT CO., INC.	11/24/2023	\$7,869.18
1229120	CNH INDUSTRIAL CAPITAL PRODUCTIVITY PLUS	11/1/2023	\$330.63
1229376	COLLIFLOWER INC	11/24/2023	\$175.70
1229121	COLLIFLOWER INC	11/1/2023	\$3,565.02
1229420	COMCAST	11/24/2023	\$6,227.69

1229258	COMCAST	11/10/2023	\$137.13
1229122	COMCAST	11/1/2023	\$170.63
1229226	COMMONWEALTH OF PA	11/3/2023	\$50.00
1229377	COMMONWEALTH OF PA	11/24/2023	\$180.00
1229259	COMMONWEALTH OF PENNSYLVANIA	11/10/2023	\$100.00
1229255	COMMONWEALTH OF PENNSYLVANIA	11/10/2023	\$8,000.00
1229254	COMMONWEALTH OF PENNSYLVANIA	11/10/2023	\$8,000.00
1229253	COMMONWEALTH OF PENNSYLVANIA	11/10/2023	\$8,000.00
1229378	COMMONWEALTH PEST MANAGEMENT LLC	11/24/2023	\$240.00
1229433	COMMONWEALTH PEST MANAGEMENT LLC	11/28/2023	\$650.00
1229213	COMPLEAT RESTORATIONS	11/3/2023	\$65.21
1229379	COMPLIANCE NAVIGATION SPECIALISTS INC	11/24/2023	\$1,850.00
1229123	COMPUTER DESIGN & INTEGRATION LLC	11/1/2023	\$100.00
1229260	COMPUTER DESIGN & INTEGRATION LLC	11/10/2023	\$3,865.40
1229380	CONCUR TECHNOLOGIES INC	11/24/2023	\$1,181.02
1229186	CONNECT HOLDING II LLC	11/3/2023	\$170.09
1229311	CONOY TOWNSHIP	11/17/2023	\$65,077.69
1229124	COUNTY LINE QUARRY INC	11/1/2023	\$3,353.83
1229312	COVANTA ENVIRONMENTAL SOLUTIONS, LLC	11/17/2023	\$5,000.00
1229313	CPA PAVEMENT SERVICES, INC	11/17/2023	\$435.52
1229314	CREDIT BUREAU OF LANCASTER COUNTY	11/17/2023	\$66.75
1229315	CROWN CASTLE FIBER LLC	11/17/2023	\$2,202.10
1229125	CRYSTAL SPRINGS	11/1/2023	\$98.82
1229317	CRYSTAL SPRINGS	11/17/2023	\$1,117.98
1229126	CYCLE CHEM	11/1/2023	\$15,070.50
1229214	DAMA HOME IMPROVEMENTS	11/3/2023	\$92.59
1229244	DAVES ROLL OFF SERVICE	11/10/2023	\$24,367.46
1229434	DAVID MILLER/ASSOCIATES INC	11/28/2023	\$2,972.04
1229318	DAVIS LANDSCAPE LTD	11/17/2023	\$1,848.24
1229262	DEERE COUNTRY	11/10/2023	\$217.41
1229127	DEERE COUNTRY	11/1/2023	\$491.99
1229128	DELL BUSINESS CREDIT	11/1/2023	\$39.00
1229319	DESIGN GROUP INTERNATIONAL	11/17/2023	\$550.00
1229129	DIVERSIFIED EXTERIORS INC	11/1/2023	\$700.00
1229263	DIXIE LAND ENERGY LLC	11/10/2023	\$3,562.29
1229320	DIXIE LAND ENERGY LLC	11/17/2023	\$3,850.06
1229131	DIXIE LAND ENERGY LLC	11/1/2023	\$30,216.57
1229381	DIXIE LAND ENERGY LLC	11/24/2023	\$30,883.37
1229132	DONCIN TRANSPORT INC	11/1/2023	\$1,575.00
1229321	DONCIN TRANSPORT INC	11/17/2023	\$1,875.00
1229382	D-S PIPE & STEEL SUPPLY LLC	11/24/2023	\$100.00
1229215	EARL TOWNSHIP CONTRACT	11/3/2023	\$2,868.55
1229216	EAST PETERSBURG BOROUGH OFFICE	11/3/2023	\$4,288.28
1229323	EASTERN CONTROLS INC	11/17/2023	\$1,645.00
1229324	EDWARDS ELECTRIC & TELECOM INC	11/17/2023	\$15,750.00
1229325	ELEMENT ONE INC	11/17/2023	\$910.00
1229133	ELIZABETHTOWN BOROUGH	11/1/2023	\$31,350.00
1229265	EMAXX CENTRAL PA, LLC	11/10/2023	\$891.50
1229134	EMERGING COMPOUNDS TREATMENT TECHNOLOGIES, INC	11/1/2023	\$6,367.81
1229135	ENGLE PRINTING & PUBLISHING CO.	11/1/2023	\$2,524.64
1229326	ENVIREP, INC.	11/17/2023	\$345.00
1229136	EVERCOR FACILITY MANAGEMENT	11/1/2023	\$25,728.80
1229370	FEDERAL INSURANCE COMPANY	11/17/2023	\$4,841.00
1229267	FIG INDUSTRIES	11/10/2023	\$5,840.00
1229383	FREEHOLD CARTAGE INC	11/24/2023	\$1,250.00
1229137	FREEHOLD CARTAGE INC	11/1/2023	\$1,250.00
1229384	FREY LUTZ CORPORATION	11/24/2023	\$585.97
1229138	FREY LUTZ CORPORATION	11/1/2023	\$645.62
1229328	FREY LUTZ CORPORATION	11/17/2023	\$734.25
1229188	FREY LUTZ CORPORATION	11/3/2023	\$1,991.00
1229268	FREY LUTZ CORPORATION	11/10/2023	\$4,741.90
1229435	FREY LUTZ CORPORATION	11/28/2023	\$22,981.58
1229385	FULL EFFECT LAWN & LANDSCAPE SERVICES LLC	11/24/2023	\$10,950.00
1229329	FULTON FINANCIAL ADVISORS	11/17/2023	\$1,375.00
1229269	GARBER SCALE COMPANY	11/10/2023	\$1,642.25
1229139	GARBER SCALE COMPANY	11/1/2023	\$2,582.23
1229330	GEORGE W KISTLER INC	11/17/2023	\$1,660.23
1229387	GEORGE W KISTLER INC	11/24/2023	\$2,083.24
1229388	GRAYBILL EQUIPMENT & REPAIR INC	11/24/2023	\$168.00
1229189	GRAYBILL EQUIPMENT & REPAIR INC	11/3/2023	\$925.00
1229140	GROFF TRACTOR & EQUIPMENT, INC.	11/1/2023	\$121.12
1229331	GROFF TRACTOR & EQUIPMENT, INC.	11/17/2023	\$2,525.54
1229190	GROUND PENETRATING RADAR SYSTEMS INC	11/3/2023	\$1,025.00

1229332	GS ACQUISITIONCO, INC.	11/17/2023	\$22,855.80
1229389	HALDEMAN EQUIPMENT COMPANY LLC	11/24/2023	\$1,325.00
1229143	HENRY D. HANK	11/1/2023	\$1,000.00
1229205	HH GRAPHICS INC	11/3/2023	\$1,056.50
1229302	HH GRAPHICS INC	11/10/2023	\$19,976.00
1229270	HIGHWAY EQUIPMENT & SUPPLY CO INC	11/10/2023	\$112.84
1229390	HIGHWAY EQUIPMENT & SUPPLY CO INC	11/24/2023	\$253.41
1229336	HIGHWAY EQUIPMENT & SUPPLY CO INC	11/17/2023	\$1,486.51
1229144	HIGHWAY EQUIPMENT & SUPPLY CO INC	11/1/2023	\$2,507.69
1229272	HILLYARD INC - LANCASTER	11/10/2023	\$711.68
1229273	HOCKING PRINTING CO INC	11/10/2023	\$350.00
1229191	HOCKING PRINTING CO INC	11/3/2023	\$1,064.40
1229274	HOWELLS LANC AUTO GLASS INC	11/10/2023	\$234.00
1229146	HUNTER KEYSTONE PETERBILT	11/1/2023	\$9.76
1229147	IMAGEFIRST	11/1/2023	\$56.70
1229192	IMAGEFIRST	11/3/2023	\$268.28
1229148	INTERGOVERNMENTAL INSURANCE COOPERATIVE	11/1/2023	\$148,832.65
1229392	J C EHRLICH CO INC	11/24/2023	\$71.40
1229391	JAXXON PROMOTIONS, INC	11/24/2023	\$628.56
1229218	JG ENVIRONMENTAL	11/3/2023	\$683.21
1229338	JG ENVIRONMENTAL	11/17/2023	\$12,448.30
1229239	JOYLAND ROOFING	11/10/2023	\$1,652.83
1229393	KEEP PENNSYLVANIA BEAUTIFUL	11/24/2023	\$100.00
1229149	KEN'S TRUCK REPAIR INC	11/1/2023	\$97.13
1229394	KEN'S TRUCK REPAIR INC	11/24/2023	\$1,139.64
1229150	KINSLEY CONSTRUCTION INC.	11/1/2023	\$65,600.00
1229339	KINSLEY CONSTRUCTION INC.	11/17/2023	\$563,850.00
1229340	KIRCHNER MOBILE REPAIR	11/17/2023	\$3,812.03
1229341	KITCHEN ENCOUNTERS	11/17/2023	\$4,868.04
1229279	LANCASTER AREA SEWER AUTHORITY	11/10/2023	\$53,271.10
1229151	LANCASTER AUTO PARTS(NAPA)	11/1/2023	\$11.91
1229342	LANCASTER AUTO PARTS(NAPA)	11/17/2023	\$206.32
1229276	LANCASTER AUTO PARTS(NAPA)	11/10/2023	\$341.01
1229152	LANCASTER CHAMBER	11/1/2023	\$484.00
1229240	LANCASTER TOWNSHIP OFFICE	11/10/2023	\$11,786.81
1229193	LANCASTER TRUCK BODIES, INC.	11/3/2023	\$1,083.39
1229278	LANDYSHADE MULCH PRODUCTS	11/10/2023	\$120.00
1229194	LEAF	11/3/2023	\$2,327.00
1229280	LESHER MACK SALES & SERVICE INC	11/10/2023	\$1,200.25
1229395	LESHER MACK SALES & SERVICE INC	11/24/2023	\$1,773.94
1229281	LIFT, INC.	11/10/2023	\$546.64
1229282	LINDA M. GLADFELTER	11/10/2023	\$1,237.50
1229241	LITITZ BOROUGH OFFICE	11/10/2023	\$6,906.73
1229343	LNP MEDIA GROUP INC	11/17/2023	\$570.52
1229277	LNP MEDIA GROUP INC	11/10/2023	\$7,955.64
1229396	LOWE'S	11/24/2023	\$233.70
1229283	LOWE'S	11/10/2023	\$962.53
1229154	LPL FINANCIAL RPCP	11/1/2023	\$9,937.50
1229285	LYTX INC	11/10/2023	\$2,451.67
1229359	MACRO RETAILING LLC	11/17/2023	\$89.99
1229286	MAHANTANGO ENTERPRISES INC	11/10/2023	\$2,385.64
1229242	MAN CONTRACTING INC	11/10/2023	\$1,776.92
1229344	MANHEIM TOWNSHIP COMMISSIONERS	11/17/2023	\$18,156.54
1229252	MANOR TOWNSHIP	11/10/2023	\$8,606.50
1229346	MANOR TOWNSHIP	11/17/2023	\$111,153.39
1229243	MARIETTA BOROUGH OFFICE	11/10/2023	\$2,199.73
1229245	MARTIN ENTERPRISES, LLC	11/10/2023	\$211.78
1229347	MARTIN WATER CONDITIONING	11/17/2023	\$294.97
1229348	MATTHAI MATERIAL HANDLING INC	11/17/2023	\$1,942.00
1229398	MATTHAI MATERIAL HANDLING INC	11/24/2023	\$60,614.29
1229155	MCI WORLDCOM	11/1/2023	\$58.78
1229399	MELLINGER MANUFACTURING COMPANY INC	11/24/2023	\$16,000.00
1229400	MENDENHALL'S REFRIGERANT RECOVERY	11/24/2023	\$3,680.00
1229287	MET-ED	11/10/2023	\$5,955.13
1229349	MID ATLANTIC STORAGE SYSTEMS, INC.	11/17/2023	\$316,641.89
1229288	MILLER OPTICAL COMPANY, INC.	11/10/2023	\$300.00
1229350	MORRIS INDUSTRIES INC	11/17/2023	\$1,778.00
1229195	MORRIS INDUSTRIES INC	11/3/2023	\$5,182.54
1229246	MOUNT JOY TOWNSHIP	11/10/2023	\$7,500.77
1229289	NAPA OF HARRISBURG	11/10/2023	\$715.86
1229196	NEW ENTERPRISE STONE & LIME CO., INC.	11/3/2023	\$757.64
1229290	NEW PIG CORPORATION	11/10/2023	\$860.00
1229401	NIKOLAUS & HOHENADEL LLP	11/24/2023	\$1,360.00



1229156	NIKOLAUS & HOHENADEL LLP	11/1/2023	\$2,460.00
1229337	NOTION SOLUTIONS, INC.	11/17/2023	\$175.00
1229402	OAKTREE OUTDOOR ADVERTISING, LP	11/24/2023	\$3,600.00
1229161	P. L. ROHRER & BRO., INC.	11/1/2023	\$457.00
1229374	PA DEPT OF LABOR & INDUSTRY-B	11/17/2023	\$51.74
1229197	PARAMOUNT CONTRACTING, INC.	11/3/2023	\$535.70
1229292	PARAMOUNT CONTRACTING, INC.	11/10/2023	\$824.65
1229403	PENN POWER GROUP	11/24/2023	\$141.59
1229351	PENN WASTE, INC.	11/17/2023	\$118,410.03
1229247	PENWAY CONSTRUCTION	11/10/2023	\$182.95
1229404	PPC LUBRICANTS, INC	11/24/2023	\$995.20
1229158	PPC LUBRICANTS, INC	11/1/2023	\$2,893.80
1229198	PPC LUBRICANTS, INC	11/3/2023	\$4,432.00
1229179	PPL ELECTRIC UTILITIES - ALLENTOWN	11/1/2023	\$691.08
1229417	PPL ELECTRIC UTILITIES - ALLENTOWN	11/24/2023	\$953.00
1229293	PPL ELECTRIC UTILITIES - ALLENTOWN	11/10/2023	\$963.01
1229405	PPL ELECTRIC UTILITIES - ST LOUIS	11/24/2023	\$2,246.16
1229181	PPL ELECTRIC UTILITIES - ST LOUIS	11/1/2023	\$3,604.04
1229199	PPL ELECTRIC UTILITIES - ST LOUIS	11/3/2023	\$4,768.39
1229294	PROVIDENCE ENGINEERING CORPORATION	11/10/2023	\$2,864.46
1229200	QUADIENT FINANCE USA, INC.	11/3/2023	\$1,000.00
1229219	QUALITY DISPOSAL SERVICES	11/3/2023	\$1,067.47
1229221	RAPHO TOWNSHIP	11/3/2023	\$5,503.00
1229201	RED WING BUSINESS ADVANTAGE ACCOUNT	11/3/2023	\$200.00
1229406	REPUBLIC SERVICES, INC.	11/24/2023	\$1,343.64
1229295	REPUBLIC SERVICES, INC.	11/10/2023	\$1,343.64
1229407	RESPOND FIRST AID SYSTEMS	11/24/2023	\$101.95
1229159	RESPOND FIRST AID SYSTEMS	11/1/2023	\$1,625.00
1229222	RICHARD L. SENSENIG COMPANY	11/3/2023	\$701.50
1229297	RISKONNECT INC.	11/10/2023	\$9,515.63
1229298	RKL LLP	11/10/2023	\$3,963.75
1229364	ROBERT K. SKACEL JR	11/17/2023	\$472.50
1229308	ROBERT K. SKACEL JR	11/10/2023	\$1,181.25
1229160	ROGO FASTENER CO., INC.	11/1/2023	\$92.94
1229145	RS HOLLINGER & SON INC	11/1/2023	\$681.58
1229202	SAF-GARD SAFETY SHOE CO., INC.	11/3/2023	\$70.00
1229299	SCHEFFEY INC	11/10/2023	\$468.75
1229409	SCHEFFEY INC	11/24/2023	\$2,500.00
1229353	SCS ENGINEERS, PC	11/17/2023	\$1,800.00
1229203	SERVICE TIRE TRUCK CENTERS INC	11/3/2023	\$2,738.23
1229162	SERVICE TIRE TRUCK CENTERS INC	11/1/2023	\$8,142.95
1229354	SHANNON A SMITH INC	11/17/2023	\$29,052.00
1229300	SHANNON A SMITH INC	11/10/2023	\$56,817.90
1229355	SIKICH LLP	11/17/2023	\$260.00
1229426	SIKICH LLP	11/28/2023	\$380.00
1229164	SILVIX, LLC	11/1/2023	\$5,500.00
1229165	SNYDER BROTHERS INC.	11/1/2023	\$20.49
1229358	STAPLES CONTRACT AND COMMERCIAL, LLC	11/17/2023	\$2,424.65
1229204	STEHMAN TREE SERVICE, ETC.	11/3/2023	\$640.00
1229251	STERLING CAPITAL MANAGEMENT LLC	11/10/2023	\$16,470.00
1229301	STEWART-AMOS EQUIPMENT CO	11/10/2023	\$1,573.61
1229166	SUN LIFE ASSURANCE COMPANY OF CANADA	11/1/2023	\$7,869.48
1229360	SUSQUEHANNA NATIONAL HERITAGE AREA	11/17/2023	\$7,083.33
1229167	SUSQUEHANNA REGIONAL POLICE DEPARTMENT	11/1/2023	\$1,341.16
1229410	SWANA	11/24/2023	\$3,075.00
1229411	THE METER GUY, LLC	11/24/2023	\$5,730.00
1229361	THE METER GUY, LLC	11/17/2023	\$12,220.00
1229303	THE STANDARD GROUP	11/10/2023	\$195.00
1229304	TIGUNIA, LLC	11/10/2023	\$168.75
1229427	TIGUNIA, LLC	11/28/2023	\$843.75
1229327	TODD ESHLEMAN	11/17/2023	\$726.24
1229266	TODD ESHLEMAN	11/10/2023	\$5,569.36
1229305	TOMLINSON BOMBERGER	11/10/2023	\$2,434.00
1229412	TRANSTECK, INC.	11/24/2023	\$20.18
1229168	TRANSTECK, INC.	11/1/2023	\$63.39
1229363	TRIANGLE COMMUNICATIONS INC	11/17/2023	\$168.50
1229306	TRIANGLE COMMUNICATIONS INC	11/10/2023	\$206.00
1229307	TRUCKPRO HOLDING CORPORATION	11/10/2023	\$181.39
1229206	TURNER'S GLASS	11/3/2023	\$475.00
1229169	UGI CORPORATION	11/1/2023	\$377.57
1229416	UGI CORPORATION	11/24/2023	\$531.45
1229309	UGI CORPORATION	11/10/2023	\$6,271.19
1229428	UGI CORPORATION	11/28/2023	\$26,926.93

1229207	UGI CORPORATION	11/3/2023	\$79,623.66
1229228	UGI ENERGY SERVICES LLC	11/10/2023	\$18,240.76
1229429	UGI ENERGY SERVICES LLC	11/28/2023	\$33,852.73
1229170	UGI ENERGY SERVICES LLC	11/1/2023	\$117,421.16
1229365	ULINE	11/17/2023	\$149.02
1229229	ULINE	11/10/2023	\$263.96
1229171	ULINE	11/1/2023	\$1,685.45
1229366	UNITED PARCEL SERVICE	11/17/2023	\$39.25
1229172	UNITED PARCEL SERVICE	11/1/2023	\$61.42
1229430	UNITED PARCEL SERVICE	11/28/2023	\$87.04
1229173	UTILITY KEYSTONE TRAILERS, INC	11/1/2023	\$170.00
1229418	VECTOR SECURITY	11/24/2023	\$189.50
1229208	VECTOR SECURITY	11/3/2023	\$600.96
1229371	VERIZON	11/17/2023	\$67.22
1229230	VERIZON	11/10/2023	\$205.39
1229231	VERIZON	11/10/2023	\$1,928.25
1229209	VERIZON	11/3/2023	\$4,198.14
1229175	VISION BENEFITS OF AMERICA	11/1/2023	\$832.43
1229217	VLS LANCASTER, LLC	11/3/2023	\$105.28
1229367	VONAGE BUSINESS INC	11/17/2023	\$1,812.50
1229211	WALTERS PORTABLE TOILETS	11/3/2023	\$411.36
1229176	WALTERS PORTABLE TOILETS	11/1/2023	\$560.64
1229232	WALTERS PORTABLE TOILETS	11/10/2023	\$671.37
1229249	WALTERS SERVICES, INC.	11/10/2023	\$4,343.71
1229223	WASTE MANAGEMENT - LANCASTER	11/3/2023	\$75,428.76
1229413	WEAVER FLUID POWER, INC.	11/24/2023	\$16.77
1229224	WEST DONEGAL TOWNSHIP OFFICE	11/3/2023	\$6,427.94
1229225	WEST HEMPFIELD TOWNSHIP OFFICE	11/3/2023	\$12,375.15
1229335	WILLIAM M. GROFF	11/17/2023	\$1,701.25
1229414	WINDSTREAM COMMUNICATIONS INC	11/24/2023	\$36.35
1229177	WINDSTREAM COMMUNICATIONS INC	11/1/2023	\$84.33
1229233	WINTER ENGINE-GENERATOR SERVICE, INC.	11/10/2023	\$2,620.00
1229234	YARNELL SECURITY SYSTEMS	11/10/2023	\$10.00
1229235	YOE PARTS & EQUIPMENT INC	11/10/2023	\$806.27
1229369	YOE PARTS & EQUIPMENT INC	11/17/2023	\$1,860.78
1229178	YOE PARTS & EQUIPMENT INC	11/1/2023	\$2,635.52
1229236	YORGEYS FINE CLEANING	11/10/2023	\$70.90
1229415	YOUR ESTATE SERVICE INC	11/24/2023	\$5,593.75
1229362	ZIGMUND & CO.	11/17/2023	\$330.00
			<hr/>
			\$7,323,950.69



**Board Action No. 4 (a. 3.)**

**ISSUE:** Purchase of Biodegradable Yard Waste Collection Bags

**BACKGROUND:** LCSWMA coordinates the cooperative purchase of biodegradable Kraft (paper) bags on behalf of Lancaster County municipalities for the collection of leaves and yard waste materials that are transported to compost facilities. The use of biodegradable bags has proven to be a cost-effective method for municipalities to collect leaves and yard waste. There are fifteen (15) municipalities ordering Kraft bags this year for a total of 332,000 bags. Municipalities will reimburse LCSWMA 100% of the purchase price of the bags.

**DISCUSSION:** LCSWMA prepared a bid package for thirty-gallon, biodegradable Kraft bags and advertised the bid, including posting it on our website. The bid package was sent to eleven (11) interested manufacturers/vendors, with two (2) qualified bids received:

VENDOR	UNIT PRICE PER BAG	TOTAL PRICE FOR 330,000 BAGS DELIVERED
Pabco Industries	\$0.47	\$156,040
Dano Enterprises	\$0.488	\$162,016

**RECOMMENDATION:** Staff recommends the Board of Directors approve entering into a contract with Pabco Industries to purchase 332,000 Kraft bags for a total cost of \$156,040.

APPROVED BY THE BOARD OF DIRECTORS:

  
(Signature)

December 15, 2023  
(Date)



**Board Action No. 4 (a. 4.)**

**ISSUE:** Purchase of Curbside Recycling Bins

**BACKGROUND:** LCSWMA coordinates the cooperative purchase of curbside recycling bins on behalf of the municipalities for the collection of single stream materials. Twelve (12) municipalities are ordering recycling bins for the 2024 delivery year. Twelve (12) municipalities are ordering 20-gallon bins for a total of 2,000 bins and two (2) municipalities are also ordering 18-gallon bins for a total of 225 bins. Municipalities will reimburse the Authority 100% of the purchase price of the bins.

**DISCUSSION:** Recycling bins are purchased through the COSTARS program. The following is a summary of the quote:

VENDOR	UNIT PRICE PER BIN	TOTAL PRICE FOR BINS DELIVERED
TM Fitzgerald (2,000 20-gal bins)	\$12.95	\$25,900
Otto (225 18-gal bins)	\$13.60	\$3,060

**RECOMMENDATION:** Staff recommend the Board of Directors approve entering a contract with TM Fitzgerald for the purchase of 2,000 recycling bins and entering a contract with Otto for the purchase of 225 recycling bins for a total cost of \$28,960.

APPROVED BY THE BOARD OF DIRECTORS:

  
(Signature)

December 15, 2023

(Date)



## Board Action No. 4 (a. 5.)


**ISSUE:** Household Hazardous Waste (HHW) Services - Rejection of Bids

**BACKGROUND:** Lancaster County residents may deliver to LCSWMA's HHW Facility, free of charge, household hazardous waste and electronic waste. Approximately 41,000 residents deliver materials to the HHW facility, with over 1,600 tons of material received each year. The household hazardous waste portion of this material is consolidated, packaged, and transported from the site for processing by a vendor. The current contract for these services is with ACV Enviro, Republic Services.

**DISCUSSION:** In November, LCSWMA staff released a request for proposal (RFP) for household hazardous waste services to include packaging, transportation, and treatment/recycling/disposal of materials received at the HHW Facility for a three-year term. The RFP was sent to contractors, as well as advertised and posted on LCSWMA's website. LCSWMA received responses from two vendors, one of which did not meet the three-year pricing term requested in the RFP. Inflationary pressures and other market factors have led to an unwillingness by most potential bidders to bid a three-year contract. As such, it is in LCSWMA's best interest to reject all bids and rebid the contract for a one year term.

**RECOMMENDATION:** Staff recommends the Board of Directors reject all bids to afford LCSWMA the opportunity to rebid under a shorter term contract.

APPROVED BY THE BOARD OF DIRECTORS:

  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
December 15, 2023  
(date)

**RESOLUTION NO. 2023-22**

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING AND APPROVING BINDING A PROPERTY  
INSURANCE CONTRACT BETWEEN SUSTAINABLE ASSURANCE COMPANY AND  
THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Lancaster County Solid Waste Management Authority's current property insurance coverage, written by Sustainable Assurance Company ("SAC"), with limits of \$250,000,000 and at an annual premium of \$4,229,127 expires December 31, 2023;

WHEREAS, SAC, a wholly owned subsidiary of the Lancaster County Solid Waste Management Authority (the "Authority"), and a Vermont Corporation, is a property insurance company licensed by the State of Vermont;

WHEREAS, SAC will obtain reinsurance for claims in excess of \$2,000,000 from a syndicated panel of recognized reinsurers to become effective on January 1, 2024 and will maintain liquid assets in excess of \$2,000,000 to cover any claims below the level of SAC reinsurance attachment; and

**THEREFORE, BE IT RESOLVED**, by the Board of Directors that the Authority shall enter into a contract effective January 1, 2024 with SAC binding property insurance coverage with limits of \$250,000,000 (or such other amounts determined by Robert B. Zorbaugh, the Authority's Chief Executive Officer (the "CEO") and under policy terms determined by the CEO at a total annual premium of \$4,863,500 [+15%] (or such other amount determined acceptable by the CEO) for the calendar year beginning January 1, 2024; and

**FURTHER RESOLVED**, by the Board of the Authority, that, the CEO hereby is authorized and directed to take all actions, and to execute and deliver all documents, in the name and on behalf of the Authority, and under its corporate seal or otherwise, and to pay all such expenses, which shall in his judgment be necessary, proper or advisable in order to fully carry out the intent of, and to fully effectuate, the foregoing resolution.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By: \_\_\_\_\_

  
George Rettew, Chairperson

**RESOLUTION NO. 2023-23**

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA

**A RESOLUTION AUTHORIZING AND APPROVING AN ADDITIONAL  
CAPITAL CONTRIBUTION FROM THE LANCASTER COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY TO SUSTAINABLE ASSURANCE  
COMPANY**

**WHEREAS** Sustainable Assurance Company (“SAC”) is a Vermont domiciled and licensed insurance company wholly owned by the Lancaster County Solid Waste Management Authority (“the Authority”);

**WHEREAS**, the Authority initially capitalized SAC by means of a \$1,300,000 capital contribution and in January 2023 contributed to SAC additional capital funding in the amount of \$1,750,000;

**WHEREAS**, SAC is expected to provide property and business interruption insurance to the Authority and obtained reinsurance from a syndicated panel of recognized reinsurers effective on January 1, 2024;

**WHEREAS**, based on advice of Artex Risk Solutions, and actuarial analysis, the officers of SAC determined that it was appropriate for SAC to retain \$1,000,000 of additional risk by increasing the SAC Deductible Buydown Policy limit to \$2,000,000;

**THEREFORE, BE IT RESOLVED**, in view of SAC’s additional retained risk, that the Authority shall contribute to SAC additional capital funding in the amount of \$500,000 on or before February 1, 2024;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board, that Robert B. Zorbaugh, LCSWMA’s Chief Executive Officer (the “CEO”), hereby is authorized and directed to take all actions, and to execute and deliver all documents, in the name and on behalf of the Authority, and under its corporate seal or otherwise which shall in his judgment be necessary, proper or advisable in order to fully carry out the intent of, and to fully effectuate, the foregoing resolution.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By: \_\_\_\_\_

  
George W. Rettew, Chair

**RESOLUTION NO. 2023-24**

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
LANCASTER COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING AND APPROVING BINDING CERTAIN CASUALTY  
AND EXCESS INSURANCE CONTRACTS BETWEEN APPROVED UNDERWRITERS  
AND LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Lancaster County Solid Waste Management Authority (“LCSWMA” or “the Authority”) has retained Murray Insurance as Broker to assist the Authority in obtaining commercially issued insurance policies from rated insurers for the 2024 plan years;

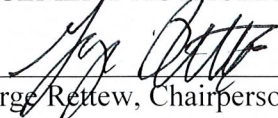
WHEREAS, the Authority’s current Public Officials and Employment Practices, Excess, Crime, and Cyber (the “Expiring Policies”), with collectively \$241,256 in premium, expire December 31, 2023;

WHEREAS, the Authority currently has in force the following Expiring Policies: (1) a Public Officials and Employment Practices policy written by AIG with a \$2 million limit (premium cost \$29,316); (2) a \$15 million Excess policy with the primary \$10 million written by Berkley (premium cost \$112,200) and the secondary \$5 million written by Munich (premium cost \$37,289); (3) a Crime policy written by Travelers with a \$1 million limit (premium cost \$3,979); and (4) a \$2 million Cyber policy written by Corvus (premium cost \$58,472);

**THEREFORE, BE IT RESOLVED**, that on or before December 31, 2023, the Authority shall bind coverage for Public Officials and Employment Practices, Excess, Crime, and Cyber policies written by rated and approved insurers and brokered by Murray Insurance with coverages substantially equal to, or better than, the Expiring Policies, as determined by Robert B. Zorbaugh, the Chief Executive Officer (“CEO”) of the Authority and collective annual premium of \$247,870 [+3%] (or such other amounts determined acceptable by the CEO of the Authority) for the calendar year beginning January 1, 2024; and

**FURTHER RESOLVED**, by the Board of the Authority, that Robert B. Zorbaugh, LCSWMA’s CEO, acting alone, hereby is authorized and directed to take all actions, and to execute and deliver all documents, in the name and on behalf of the Authority, and under its corporate seal or otherwise, and to pay all such expenses, which shall in his judgment be necessary, proper or advisable in order to fully carry out the intent of, and to fully effectuate, the foregoing resolution.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:  \_\_\_\_\_  
George Retnew, Chairperson



## Agreement for Delivery of Acceptable Municipal Solid Waste

This Agreement is between Penn Waste, Inc./Waste Connections (Contractor), 85 Brick Rd, Manchester, PA 17345 and the Lancaster County Solid Waste Management Authority (LCSWMA), 1299 Harrisburg Pike, Lancaster, PA 17603 for the disposal of Acceptable Municipal Solid Waste (MSW), as defined below, at the Susquehanna Resource Management Complex (SRMC), 1670 S. 19<sup>th</sup> Street, Harrisburg, PA 17104 or the Lancaster Waste-to-Energy Facility (WTE), 1911 River Road, Bainbridge, PA 17502:

Commencing on January 1, 2024, and for a term ending December 31, 2024, LCSWMA and Contractor, in consideration of the mutual promises of this Agreement and intending to be legally bound, agree to the following:

**1. Description of Waste:** Contractor may deliver Acceptable MSW to SRMC or WTE as directed by LCSWMA.

- a.) Acceptable MSW is defined as Cumberland and Perry County Refuse which is burnable residential, commercial, and institutional solid waste that can be effectively and efficiently processed at SRMC or WTE and has the characteristics such that it may be disposed of in accordance with applicable law and the SRMC's and WTE's solid waste permits.
- b.) Acceptable MSW does not include residual waste, construction/demolition waste, oversized bulky waste, tires, and hazardous waste as defined in LCSWMA's Rules and Regulations applicable to the WTE.

**2. Volume and Scheduling of Waste:** LCSWMA will provide capacity for 100 tons per day (Contractor Capacity) of Acceptable MSW at either SRMC or WTE.

- a.) Contractor Capacity may be delivered during normal operating hours Monday-Friday; excluding weekdays the facilities are closed due to holidays or weather-related events. When holidays or weather-related events fall on a weekday Contractor Capacity will be accepted the Saturday immediately following the holiday or weather-related event. Current LCSWMA holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (facilities may close early), and Christmas Day.
- b.) SRMC is Contractor's preferred delivery location. LCSWMA will provide capacity of at least 50 tons per day to SRMC. LCSWMA may direct the remaining 50 tons per day of Contractor Capacity to either SRMC or WTE. Should LCSWMA be unable to accept the entire Contractor Capacity at SRMC, LCSWMA would provide 24-hours' notice that deliveries must be sent to WTE. In the event of an unexpected outage, a minimum of 25 tons per day

would be accepted at SRMC and the remaining 75 tons would be directed to WTE.

A major outage that includes a state of “black plant,” is scheduled for the duration of the month of March 2024. As a result of the outage, there will be periods of time with decreased or no refuse processing capabilities. Pursuant to permit restrictions and to provide required tipping capacity for Dauphin County, SRMC will not be able to accept any Cumberland/Perry County Refuse throughout the entire month. Cumberland/Perry refuse may be delivered to WTE during that time.

LCSWMA will accept more than the Contractor Capacity on a case-by-case basis. If Contractor desires to deliver more than the Contractor Capacity a written request must be submitted and approved by LCSWMA. LCSWMA reserves the right to charge regular gate rate tipping fees for the unsolicited overages.

Contractor is required to deliver up to 100 tons per day or 500 tons per week of the Contractor Capacity to SRMC, if requested by LCSWMA.

### **3. Delivery of Unacceptable Waste:**

- a.) In the event construction/demolition waste or oversized bulky waste is delivered in a load of Acceptable MSW, LCSWMA’s posted tipping fee for the type of waste delivered shall apply to the entire load of waste.
- b.) Should residual waste or Hazardous Waste be delivered by Contractor, the Contractor shall be responsible for the removal of the residual or Hazardous Waste and all costs associated with removal of such waste from the SRMC or WTE as well as any residual cost to LCSWMA associated with the cleanup and disposal of the waste. Contractor shall further provide LCSWMA with proof of disposal of such waste in compliance with all applicable laws and regulations.
  - i. At its option, LCSWMA may elect to either dispose of and/or clean up any residual or Hazardous Waste and bill Contractor for all costs of proper cleanup and disposal, or immediately compel Contractor to remove and clean up residual or Hazardous Waste.
  - ii. Failure to comply with its obligations regarding disposal of residual or Hazardous Waste shall result in the immediate termination of this Agreement. LCSWMA shall also be entitled to recovery from Contractor of all costs, including attorney’s fees and court costs, associated with enforcement of Contractor’s obligations to properly dispose of residual or Hazardous Waste.

### **3. Disposal Fees and Payment Terms:**

a.) Disposal Fees are \$62.00 per ton through December 31, 2024

The stated tip fees include all known county/municipal administrative/host fees and Commonwealth of Pennsylvania regulatory fees on Acceptable MSW in effect at the time of execution of this Agreement. In addition to the stated tip fee, Contractor agrees to pay any applicable governmental or regulatory fees, taxes, or surcharges imposed on waste disposed imposed after the effective date of this Agreement.

b.) LCSWMA will render invoices semimonthly to Contractor. All amounts due by Contractor shall be paid net thirty (30) days from the invoice date. Past due amounts will be subject to finance charges of 1.5% per month (annual rate of 18%) and, if payments due by Contractor are delinquent, LCSWMA may, without limiting other remedies, terminate this Agreement. In the event of successful legal action to collect amounts due by Contractor, Contractor shall be obligated to pay all collection costs and expenses incurred by LCSWMA, including LCSWMA's reasonable attorney's fees.

**4. Coordination of Deliveries and Contact Persons:** Contractor and LCSWMA will designate representatives to communicate regarding deliveries. Communication will take place at a minimum on a monthly basis.

**5. Delivery Vehicles:** All delivery vehicles used by Contractor for the delivery of Acceptable MSW to the SRMC or WTE shall be in compliance with PADEP and PADOT regulations.

**6. Insurance:** Contractor shall maintain and furnish certificates of insurance attesting to the existence of workers' compensation insurance providing statutory benefits, employers' liability insurance with limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than \$2,000,000 for each occurrence of bodily injury or death and \$2,000,000 for each occurrence of property damage. The above insurance certificates shall include incidents or occurrences of environmental liability. Each such certificate shall contain a statement of the Contractor's obligation to notify LCSWMA, at least thirty (30) days in advance, of cancellation of any policy required by this Agreement. Contractor shall cause the required liability policies (with the exception of workers' compensation) to be duly and properly endorsed by its insurance underwriters as follows: i.) to provide an endorsement naming Lancaster County Solid Waste Management Authority 1299 Harrisburg Pike, Lancaster, PA 17603 as an additional insured, and waiving subrogation in favor of the indemnified parties; ii.) to contain a standard cross liability and severability clause; and iii.) to provide contractual liability coverage.

**7. Acceptable MSW Disposal:** LCSWMA shall be responsible for the disposal of all Acceptable MSW delivered by Contractor to the SRMC and WTE. All processing and disposal will be performed in accordance with all applicable Laws, Regulations and Permits.

**8. Contractor Warrants and Agrees:** Contractor warrants and agrees that (i) the MSW it disposes of at the SRMC and WTE will conform to the description(s), including the components and characteristics of Acceptable MSW, as defined in this Agreement; (ii) Contractor will promptly notify LCSWMA of any changes in Contractor's operation which will affect the description, quantity or delivery of such described Acceptable MSW; (iii) Contractor will complete and submit to LCSWMA any documentation required by regulatory agencies or LCSWMA; (iv) except to the extent otherwise specifically provided in this Agreement, Contractor will comply with LCSWMA's Rules and Regulations, as applicable to the SRMC and WTE

**9. LCSWMA Warrants & Agrees:** LCSWMA agrees to maintain the confidentiality of waste customer information provided to LCSWMA by Contractor except as required by law, or by order of a court of competent jurisdiction.

**10. Indemnity by Contractor:** Contractor shall indemnify and hold harmless LCSWMA from all costs, claims and expenses (including attorney fees and costs of court) arising by reason of Contractor's or Contractor's subcontractors' negligent or wrongful acts or omissions relating to this Agreement. This shall include all incidents of environmental liability. The rights and obligations of the parties pursuant to this paragraph shall survive termination of this Agreement.

**11. Independent Contractors:** For all purposes Contractor and LCSWMA are and at all times shall be and remain independent contractors and employing units. Neither party under this Agreement is a partner, agent or employee of the other, and neither party under this Agreement is authorized to make any representations or incur any liabilities on behalf of the other party.

**12. Modification/Renewal/Termination:** By written notice, either party may terminate this Agreement immediately upon default by the other party. This Agreement may be changed, modified or terminated by either LCSWMA or Contractor, with or without cause, upon sixty (60) days written notice to the other party of the need to change, modify or terminate the Agreement.

**13. Force Majeure:** Contractor and LCSWMA shall be relieved and discharged of their respective obligations to deliver and accept waste under this Agreement to the extent that performance thereof is materially and adversely affected by any cause beyond their control which shall include: (i) earthquake, severe and unusual weather conditions, epidemic, landslide, fire, explosion, failure of utilities, nuclear radiation, act of public enemy, war, blockade, insurrection, riot or civil disturbance, strike or labor interruption, extortion or sabotage, or (ii) any governmental action which materially and adversely affects Contractor's ability to provide MSW for disposal or LCSWMA's ability to accept MSW for disposal.

**14. Miscellaneous:** This Agreement supersedes and replaces all prior agreements or understandings relating to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefits of the successors and assigns of LCSWMA and Contractor. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any disputes shall be resolved by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas or the United State District Court for the Eastern District of Pennsylvania. Contractor and LCSWMA hereby consent to such jurisdiction and venue and irrevocably waive any right to jury trial, which may exist.

IN WITNESS WHEREOF, Contractor and LCSWMA have caused their duly authorized representatives to execute this Agreement.

Penn Waste, Inc.:

LCSWMA:

\_\_\_\_\_

  
\_\_\_\_\_

Mark Pergolese  
District Manager

Thomas F. Adams  
Chief Operating Officer

  
\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date



### Board Action No. 9

**ISSUE:** Award of Contract for Single Stream Recyclables Processing

**BACKGROUND:** LCSWMA accepts single stream recyclables from haulers collecting this material from residential and commercial customers, most of which is delivered to the Transfer Station. Additionally, single stream can be delivered to any LCSWMA facilities by residents that are not served by curbside recycling. Access by residents to 24/7 drop off locations at each site is not only a service but also a condition of LCSWMA’s operating permits. Approximately 22,650 tons per year are delivered to/dropped off at the sites. LCSWMA staff currently transports this material to Waste Connections’ (Penn Waste) material recovery facility in York, PA, and pays a per-ton processing fee.

**DISCUSSION:** LCSWMA staff developed a Request for Proposals to solicit pricing for processing single stream recyclables. The proposed pricing is listed below:

Company	Per Ton Processing Fee
Total Recycle	\$54.85
Republic Services, King of Prussia	\$55.00
Waste Connections (Penn Waste)	\$65.00

With LCSWMA providing the transportation of this material, the following chart details the total estimated cost per year:

Company	Estimated Annual Cost
Total Recycle	\$2,015,392
Waste Connections (Penn Waste)	\$2,071,398
Republic Services, King of Prussia	\$2,152,380

**RECOMMENDATION:** Staff recommends the Board of Directors award the contract for single stream recyclables processing to Total Recycle for an estimated contract cost of \$1,242,352, and total cost to LCSWMA, inclusive of internal transportation expense, in the estimated amount of \$2,015,392.

APPROVED BY THE BOARD OF DIRECTORS:

  
 \_\_\_\_\_  
 (signature)

December 15, 2023  
 \_\_\_\_\_  
 (date)



### Board Action No. 10

**ISSUE:** Award of Contract for the Transfer Complex Entrance Sign

**BACKGROUND:** Over the last several years the Transfer Station Complex has seen continued growth in the number of vehicles utilizing the site. Improvements were implemented to relieve traffic congestion and improve communication with customers and the general public. These improvements included the addition of a second inbound scale and widening of the entrance to incorporate a second outbound turning lane. The final planned improvement is a new entrance sign. The new sign will incorporate electronic message boards that can be utilized to update customers on pertinent information. The 2023 Capital Budget included \$100,000 for this as part of the Entrance Modifications line item.

**DISCUSSION:** LCSWMA staff worked with consultants to develop preliminary drawings and specifications for the new entrance sign. The bid package was developed internally and based on lump sum prices. The bid results are listed below:

Company	Total Bid
Kinsley Construction, Inc.	\$63,800
Forge Sign Works	\$67,500
The H&H Group	\$113,695

Kinsley Construction, Inc. has completed numerous projects for LCSWMA in the past and LCSWMA staff is confident in their ability to complete the work.

**RECOMMENDATION:** Staff recommends the Board of Directors award the contract for the Transfer Station Complex Entrance Sign to Kinsley Construction, Inc. of York, PA in the amount of \$63,800.

APPROVED BY THE BOARD OF DIRECTORS:

  
 (signature)

December 15, 2023  
 (date)